

Theya Prakashini Kanagaratnam
c/o 2316 Lakeshore Avenue, #16
Oakland, California state

FILED
SEP 12 2023 *RA*
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re
Theya Prakashini Kanagaratnam,

Case Account/Case # 23-40702 CN 13,
(Chapter 13)

Debtor.
_____ /

**DEBTOR'S OPPOSITION TO OBJECTION TO CONFIRMATION OF DEBTOR'S
CHAPTER 13 PLAN OF REORGANIZATION filed by Fanny Wan**

TO THE HONORABLE CHARLES NOVACK AND ALL PARTIES OF INTEREST

Please take notice of the following:

COMES NOW the Debtor, Theya Prakashini Kanagaratnam (hereinafter "TPK"), who relies upon the decision of *Haines v. Kerner*, 404 U.S. 519, (1972), *Hughes V. Rowe Et Al.* 449 U.S. 5 (1980) in the above-captioned matter, to give notice that Debtor, pursuant to *Haines v. Kerner*, hereby Opposes the OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN OF REORGANIZATION filed by Fanny Wan as follows:

I INTRODUCTION

1. That Debtor contends that the OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN OF REORGANIZATION filed by Fanny Wan is unwarranted as a matter of federal public policy as such pertains to the laws of currency, consideration and tender that are guaranteed under the supreme Law of the land in general and in particular, Amendments Thirteen and Fourteen.

States as that term is defined in federal law as vouchsafed in the California Corporation Code § 107 as well as delivered said money in comportment with California Civil Code § 1478 in light of the criminal penalties of California Penal Code § 648.

9. That without the evidence referenced in paragraphs 6-8 above, said counsel's objection is without merit and foundation in law. Let us remember that the Constitutions of the United States and also of California were written for the good of the People, to wit: California Constitution at Article I, Section 1 states:

All people are by nature free and independent **and have inalienable rights.** Among these are **enjoying and defending** life and liberty, **acquiring, possessing, and protecting property,** and pursuing and obtaining safety, happiness, and privacy.

California Constitution at Article II, Section 1 states:

All political power is inherent in the people. Government is instituted for their protection, security, and benefit, and they have the right to alter or reform it when the public good may require. Emphasis added **bold** mine

Apparently, Ms. Wan has lost sight of the foregoing and has forgotten her sworn oath to support and defend those sacred documents which protects Debtor and other Americans' rights.

10. That Debtor is not in receipt of any admissible evidence filed of record in this instant petition of any purported creditor's actual delivery of a thing of value in the lawful money of the United States as mandated under both federal and state laws controlling the issue of consideration, currency, and tender of money and believes that none exist.

11. That Debtor maintains that each corporation that has appeared in this instant matter as a purported creditor is duly bound by and subject to the specific performance provisions of California Corporation Code in general and in this instant particular dealing with money is bound by Corp Code §107, Civil Code §1478, or suffer the penalties of Penal Code § 648 which each code section provides in pertinent part that:

California Corporation Code § 107 No corporation, social purpose corporation, association, or individual shall issue or put in circulation, **as money, anything but the lawful money of the United States.** Emp added **bold** mine

Civil Code § 1478 Performance of an obligation for **the delivery of money only, is called payment.** Emp added **bold** mine

II STATEMENT OF FACTS

2. That Ms. Fanny Wan's claim that the purported "beneficial interest" in the Quicken Loan Inc. "Promissory Note" was transferred to her client is suspect at best for a number of reasons absent full disclosure of exactly what said interest consists of.

3. That until said disclosure is provided to the Debtor and this Honorable Court Ms. Wan's client lacks lawful standing to appear let alone object to anything in this instant matter as a matter of law. FRCP(a) Rule 17 speaks to this as well as the FRBP rule that addresses the issue of real party in interest.

4. That the Form B410 Proof of Claim is supported by an unverified, non certified copy of the original document that appears to be a counterfeited security with forged signature of Debtor affixed to said document.

5. That on the basis of the issues listed in paragraphs 2, 3 and 4 alone, Ms. Fanny Wan's objection should be denied in the interest of full disclosure and fundamental fairness and justice.

III ARGUMENT

6. That Debtor submits that the objection of opposing counsel evidences a pattern, policy and practice of summarily dispossessing American citizens of their homes based upon nothing more than the dint and deceit of unsubstantiated claims of so-called creditors whose status has not been vetted by a court of law with competent jurisdiction to establish as fact that said creditors did in fact tendered to Debtor a loan of lawful money of the United States in comportment with supreme Law of the land.

7. That said counsel has assumed that the purported Creditor who filed said Form 410 Proof of Claims can produce certified evidence of an actual outstanding monetary obligation owned to them by Debtor without verification of an actual delivery of a thing of value (Civil Code § 1478) by said Creditor's alleged Transferor to Debtor that would establish said Creditor's standing to claim the status of Creditor in this instant petition.

8. That said counsel has the burden of proof to provide the evidence that her client's Transferor made an actual delivery of a loan of lawful money of the United

Penal Code § 648 Every person who makes, issues, or puts in circulation any bill, check, ticket, certificate, promissory note, or the paper of any bank, to circulate as money, except as authorized by the laws of the United States, for the first offense, is guilty of a misdemeanor, and for each and every subsequent offense, is guilty of felony. Emp added **bold** mine

All the above laws are consistent with, bound to and point to:

Title 12 U.S.C. § 411. Issuance to reserve banks; nature of obligation; redemption
Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. Emp added **bold** mine

12. That the above referenced statutes are controlled by the mandate of the federal injunction and requirement of I, Section 10, Clause 1 of the American Constitution as it pertains to the subject of tender of obligations in payment of debt, to wit:

No State shall. . .make anything but gold and silver coin a tender in payment of debts; This provision of the supreme Law of the Land is binding upon California as well as the rest of the states of the American Union as a matter of law. For any corporation to conduct its business pursuits in one of the states of the Union must conduct such pursuits in a medium of exchange established by the supreme Law of the Land. Debtor maintains that any corporation conducting its business activities in the great California state must comply with the above cited provisions of law or are guilty of committing felonies.

13. That Debtor further maintains that the supporting document submitted with said Form 410 Proof of Claim is a counterfeit document that contains a forged signature of Debtor. As such Debtor hereby challenges the veracity of the signature contained on said document and the burden of proof is squarely laid upon opposing counsel to produce evidence to substantiate that Debtor actually signed said document as a matter of law. Upon the failing of opposing counsel to prove that Debtor executed said document used to support said Form 410 Proof of Claim, Debtor moves the court sua

sponte to strike said document from the record of this matter and further strike/dismiss said Form 410 Proof of Claim.

14. That Debtor further maintains that the purported loan of money expressed in said promissory note filed of record by said creditor is governed by the Uniform Commercial Code in general and in particular Article or Division 3 which is titled Negotiable Instruments. An interesting fact has to be made regarding section 3102 which provides:

(a) This division applies to negotiable instruments. **It does not apply to money**, to payment orders governed by Division 11 (commencing with Section 11101), or to securities governed by Division 8 (commencing with Section 8101).

Emphasis added **bold** mine

Article/Division 3 of the UCC **does not apply to money**, So who is fooling whom here? Is it opposing counsel's task to compel an impossible burden upon this Debtor? How in the name of common sense and the sworn oath of office can either opposing counsel and/or the honorable court sanction any promissory note drafted under the thrust of Article/Division 3 of the UCC as a valuable consideration to support a claim of loaning lawful money as claimed in said promissory note without any external written documented proof of an actual delivery of a thing of value in light of UCC 3102?

CONCLUSION

15. That much more on this issue that Debtor could raise such as that of equal protection and involuntary servitude can be made, but Debtor is persuaded to believe that the case for denial of opposing counsel Fanny Wan's objection should granted in Debtor's favor as a matter of law and that further relief be granted to Debtor as the honorable court deems just and proper.

I declare under penalty of perjury under the laws of the United States of America, that the foregoing statements are true, correct complete to my current understanding and not meant to mislead anyone so help me Almighty God.

Executed on September 12, 2023

By: Theresa Kang

Theya Prakashini Kanagaratnam
c/o 2316 Lakeshore Avenue, #16
Oakland, California state

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re
Theya Prakashini Kanagaratnam,

Case Account/Case # 23-40702 CN 13,
(Chapter 13)

Debtor.

Declaration of Service

_____/

I, declare as follows:

I am over the age of eighteen years old and not a party to the within action.

On September 12, A.D. 2023 I served by U.S. Mail a true copy of **DEBTOR'S
OPPOSITION TO OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13
PLAN OF REORGANIZATION filed by Fanny Wan** in the UNITED STATES
BANKRUPTCY COURT, NORTHERN DISTRICT OF CALIFORNIA to:

Fanny Wan, counsel for
Robertson, Anschutz, Schneid & Crane LLP
350 10th Ave., Suite 1000
San Diego, CA 92101

Martha G. Bronitsky
Chapter 13 Trustee
P.O. Box 5004
Hayward, CA 94540

And that I served the same by depositing in an envelope a copy of the above stated documents,
sealed the same and paid the required postage for mailing which was sent to the addresses
herein which has service for U.S. Mail available.

I declare under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct.

Executed on September 12, 2023

By: 